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9  Attorneys for Plaintiffs
   NEO4J, INC. and NEO4J SWEDEN AB
10

11              UNITED STATES DISTRICT COURT

12              NORTHERN DISTRICT OF CALIFORNIA

13  NEO4J, INC., a Delaware corporation; and        CASE NO.  5:19-cv-06226-EJD
    NEO4J SWEDEN AB, a Swedish
14  corporation,                                    [PROPOSED] STIPULATED JUDGMENT
                                                    AND PERMANENT INJUNCTION
15              Plaintiffs,

16       v.

17  GRAPH FOUNDATION, INC., an Ohio
    corporation, GRAPHGRID, INC., an Ohio
18  corporation, and ATOMRAIN INC., a
    Nevada corporation,
19
                Defendants.
20

21       Plaintiffs Neo4j, Inc. and Neo4j Sweden AB (collectively "Neo4j" or "Plaintiffs"), and

22  Graph Foundation, Inc. ("GFI"), AtomRain and GraphGrid (GFI, AtomRain and GraphGrid

23  collectively "Defendants" and with Plaintiffs collectively "Parties"), through their undersigned

24  counsel, hereby stipulate and move this Court for entry of judgment and a permanent injunction

25  ("Stipulated Judgment"):

26       Accordingly, IT IS HEREBY ADJUDGED AND ORDERED that:

27       1.       Neo4j and Defendants have entered into a Confidential Settlement Agreement to

28  resolve this action and these parties have agreed on terms of this Stipulated Judgment.

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2. On Plaintiffs' claims for (a) trademark infringement, 15 U.S.C. § 1114; (b) false designation of origin and false advertising, 15 U.S.C. § 1125(a); (c) federal unfair competition, 15 U.S.C. § 1125(a); (d) state unfair competition, Cal. Bus. Prof. Code §§ 17200 et seq.; (e) violations of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 1202(b); and (f) breach of license agreement, Plaintiffs shall recover the injunctive and equitable relief against Defendants herein.

3. Defendants affirm and acknowledge that Neo4j, Inc. is the rightful owner in the United States of all right, title and interest in and to U.S. Trademark Registration No. 4,784,280 for the word mark "NEO4J" covering the goods and services in International Classes, 009, 035, 041, 042 and 045 (the "Neo4j® Mark"). Defendants affirm and acknowledge that the Neo4j® Mark and its registration are valid and subsisting. Defendants agree and affirm that they will not at any time or for any reason challenge either the validity of the Neo4j® Mark, its registration or the ownership thereof, or assist any third party in challenging the validity of the Neo4j® Mark or the registration thereof.

4. Defendants also declare and affirm that Neo4j, Inc. is the owner of U.S. Trademark Application No. 90056224 for the word mark "NEO4J." Defendants affirm and acknowledge that the word mark "NEO4J" subject to that application valid and subsisting. Furthermore, Defendants agree and affirm that they will abandon all efforts to oppose this application and will not challenge the validity or ownership thereof, or the validity or ownership of any resulting registration thereof, or assist any third party in opposing this application or challenging the validity or ownership of the mark subject to this application or the validity of any resulting registration thereof.

5. Defendants further declare and affirm that Plaintiffs' inclusion of the Commons Clause in the Neo4j Sweden Software License, and example of which is attached hereto as Exhibit A, is valid; and Defendants' removal, replacement and/or omission thereof, and related copyright management information from source code to which Plaintiffs hold the copyright, was not authorized by Plaintiffs, allowed by the terms of the Neo4j Sweden Software License and violated the DMCA, 17 U.S.C § 1202(b) ("DMCA Violation").

6. Defendants agree and affirm that they will not assist or encourage John Mark Suhy, PureThink LLC and iGov Inc. or any third party in challenging the validity of the Neo4j Sweden

Software License, or in the copying and distribution of source code with a DMCA Violation, including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or derivatives thereof, or that has been subject to the Neo4j Sweden Software License, including Neo4j® Enterprise Edition 3.4, Neo4j® Enterprise Edition 3.5, or any subsequent versions, subversions, or derivatives thereof.

7.    Defendants, as well as their shareholders, directors, officers, agents, employees, parents, subsidiaries, successors and assigns, and all those acting under their direction, control or on their behalf, as well as any entity that is spun-off from or formed by them, or acquires or merges with any Defendant are hereby permanently enjoined as follows:

(a)    Defendants may not make further use of, or fork any source code first released under the Neo4j Sweden Software License, including Neo4j® Enterprise Edition 3.4, Neo4j® Enterprise Edition 3.5, or any subsequent subversions or derivatives thereof.

(b)    Defendants shall not offer for sale, advertise, promote, represent or refer to ONgDB as follows:

    i.   A free and open source drop-in replacement of Neo4j® Enterprise Edition distributions with the same version number;

    ii.  A drop-in replacement for commercially licensed Neo4j® Enterprise Edition;

    iii. A drop-in replacement for Neo4j® Enterprise Edition under the GNU Affero General Public License, version 3 ("AGPLv3"), without limitations on causal cluster instances, cores, or production usage;

    iv.  A fork of the Neo4j® graph database platform that adds enterprise code back into Neo4j® core; and

    v.   One hundred percent (100%) free and open source version of Neo4j® Enterprise Edition version 3.4, Neo4j® Enterprise Edition version 3.5, or any version of Neo4j® Enterprise Edition released by Neo4j thereafter.

(c)    Defendants shall not represent that Neo4j Sweden AB's inclusion of the Commons Clause to the license governing Neo4j® Enterprise Edition violated the terms of AGPLv3, or make similar statements.

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[PROPOSED] STIPULATED JUDGMENT 5:19-CV-06226-EJD

1    (d)    Defendants shall not represent that the Free Software Foundation (FSF) or

2  that any government agency determined and/or confirmed that (a) the inclusion of the Commons

3  Clause to any license governing Neo4j® Enterprise Edition violated the terms of AGPLv3; and/or

4  (b) the Commons Clause can be removed from any software license governing Neo4j® Enterprise

5  Edition and/or ONgDB.

6    (e)    Defendants may only make further use of the following publicly available

7  open source code, subject to the terms of their respective open source licenses: (i) Neo4j

8  Community Edition Source Code under the GNU General Public License, version 3 ("GPL"); (ii)

9  Neo4j® Enterprise Edition version 3.2.14 source code released under the AGPLv3; (iii) Neo4j®

10  Enterprise Edition version 3.3.10 source code released under the AGPLv3; (iv) Neo4j® Enterprise

11  Edition version 3.4.0.RC02 source code released under the AGPLv3.  Nothing herein, however,

12  shall be construed as a license or otherwise entitle Defendants to use any source code, patches or

13  source code commits for Neo4j® Enterprise Edition version 3.3 or Neo4j® Enterprise Edition

14  version 3.4 that were first released under the Neo4j Sweden Software License.  Further, nothing

15  herein shall be construed as a license or otherwise entitle Defendants to use or fork, any of

16  Plaintiffs' source code that was first released as Neo4j® Enterprise Edition version 3.5 or otherwise

17  under the Neo4j Sweden Software License, including but not limited to, all beta releases, release

18  candidates, production releases, stable releases, and official releases, or any subsequent

19  subversions, patches or derivatives thereof.

20    (f)    Defendants may not make representations about the AGPLv3, and shall

21  instead refer to the Free Software Foundation's website for any interpretation of its meaning.

22    (g)    Defendants may continue to use the name "ONgDB" for its products so long

23  as (i) it states on any website and/or any public statement that the name stands for "Open Native

24  Graph DB" and removes all references to ONgDB in reference to Plaintiffs and the Neo4j® Mark,

25  other than what is allowed in Paragraph 7(r); and (ii) restarts the version number for ONgDB to

26  version 1.0.

27    (h)    Within three (3) days of entry of this Stipulated Judgment, Defendants shall

28  permanently remove, take down, destroy and prevent further access to all source code, object code,

binaries, build files, build scripts and distributions from its repositories located at https://github.com/graphfoundation and https://hub.docker.com/r/graphfoundation that contains any Neo4j® Enterprise Edition source code with a DMCA Violation or that was first released subject to the Neo4j Sweden Software License, including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6, and any subversions thereof.

(i)      Within seven (7) days of entry of this Stipulated Judgment, Defendants shall permanently remove, take down, destroy and prevent further access to any version of ONgDB (or any similar software created and/or maintained by Defendants that is within their possession, custody or control) that contains any Neo4j® Enterprise Edition source code with a DMCA Violation or that was first released subject to the Neo4j Sweden Software License, including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or derivatives thereof.  This removal and destruction shall be effectuated regardless of where that code resides, e.g., Defendants' websites (i.e., https://www.graphfoundation.org/projects/ongdb/, https://www.graphgrid.com/gdp/, https://www.graphgrid.com/ongdb/, and https://www.atomrain.com/products/,  and any the Content Delivery Services invoked therein), AWS, AWS Gov Cloud, Docker, GitHub and/or any other source code repository or host service.

(j)      Within ten (10) days of entry of this Stipulated Judgment, Defendants shall identify in writing any known third-party commercial and/or governmental use of any version of ONgDB containing any Neo4j Enterprise Edition source code with a DMCA Violation, that was first released subject to the Neo4j Sweden Software License, or not otherwise permitted for use by Paragraph 7(e).

(k)      Defendants shall not offer any development, support, maintenance or hosting services for any version of ONgDB that includes any Neo4j® Enterprise Edition source code with a DMCA Violation or that was first released subject to the Neo4j Sweden Software License, including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or derivatives thereof.  Defendants can offer consulting services for commercial installations of Neo4j® software, but only where the third party receiving such services has a commercial license and has fully paid the commercial license fees to Plaintiffs. Should Defendants continue to offer

[PROPOSED] STIPULATED JUDGMENT 5:19-CV-06226-EJD

ONgDB consulting services alongside consulting services with Neo4j® software as permitted herein, then any advertising of Defendant's services related to Neo4j® software is subject to adhering to Plaintiffs' then-current Trademark Policy.

(l) Defendants will not make any negative or disparaging comments or representations about Plaintiffs, and their founders, officers, directors, investors, employees, customers, products, partnership practices, licensing practices or pricing.

(m) Defendants will take down, delete and otherwise remove all webpages, posts on GitHub, discussion forums, social media posts and blog posts (and all links thereto) that they own, control, or have the ability and/or right to remove wherein they (i) reference Plaintiffs, their licensing policies and practices, (ii) make the same or similar statements referenced in Paragraph 7(b) above, or (iii) use the Neo4j® Mark. Defendants also shall not use the Neo4j® Mark as a hashtag on their respective websites or in any posts made on Twitter, Facebook or similar social media sites.

(n) Defendants shall not make use of, or direct others to use, any of Plaintiffs' documents or materials, such as software documentation, guides, manuals, change logs, release notes and/or other publicly available technical information to create, maintain, market, use, and/or sell ONgDB (or the equivalent). Any links to Plaintiffs' documentation in Defendants' software shall be removed, or replaced with ONgDB documentation, bearing in mind that Plaintiffs' documentation is licensed under the Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) and its use by third parties, such as Defendants and their customers, would be restricted to noncommercial purposes.

(o) Defendants shall not make any statement and/or representations to any third party, affirmatively or in response to an inquiry, that state or imply that they can provide access to or can obtain any software containing any Neo4j® Enterprise Edition source code with a DMCA Violation, that is subject to the Neo4j Sweden Software License, or not otherwise permitted for use by Paragraph 7(e).

(p) Defendants shall not have any expressed or implied license to use and shall not make any further use of any of Plaintiffs' trademarks, including U.S. Trademark Registration

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[PROPOSED] STIPULATED JUDGMENT 5:19-CV-06226-EJD

No. 4775253 for "CYPHER," Trademark Registration No. 4784280 for "NEO4J," U.S. Trademark Registration No. 4824877 for "NEO TECHNOLOGY," U.S. Trademark Registration No. 5250026 for the Neo4j Logo, and U.S. Trademark Application No. 90056224 for "NEO4J" (collectively "Plaintiffs' US Marks"), other than what is permitted in Paragraph 7(r).

(q)     Defendants (and those acting in concert with them) will also permanently remove Plaintiffs' US Marks from their websites, marketing literature, social media sites, and any other public facing resource, including all software interfaces, including, but not limited to, GUIs and command lines.

(r)     If Defendants continue to attempt to fork any of Plaintiffs' source code subject to the terms herein, their description of that source code and/or software, if it includes the Neo4j® Mark, may only be made by the following statement: "ONgDB (or any equivalent) is an independent fork of [Neo4j® Enterprise Edition version 3.2.14, Neo4j® Enterprise Edition version 3.3.10, and/or Neo4j® Enterprise Edition Source Code version 3.4.0.RC02 licensed under the AGPLv3 and/or Community Edition licensed under the GPL].  ONgDB and [Defendants to insert name of specific Defendant(s)] is not affiliated in any way with Neo4j, Inc. or Neo4j Sweden AB. Neo4j, Inc. and Neo4j Sweden AB do not sponsor or endorse ONgDB and [Defendants to insert name of the specific Defendant(s)].  Neo4j Sweden AB is the owner of the copyrights for Neo4j® software and commercial use of any source code from Neo4j® Enterprise Edition beyond [Neo4j® Enterprise Edition version 3.2.14, Neo4j® Enterprise Edition version 3.3.10, and/or Neo4j® Enterprise Edition Source Code version 3.4.0.RC02] is prohibited and could subject the user to claims of copyright infringement."

8.     Neo4j, Inc. and AtomRain Inc. agree that the Neo4j Solution Partner Agreement between AtomRain Inc. and Neo4j, Inc. was previously terminated and no surviving terms remain in effect or enforceable other than any confidentiality obligations that remain.

9.     As between Plaintiffs, on one hand, and Defendants, on the other, each shall bear its own costs and attorneys' fees except as specified below in Paragraph 11.

10.     The Parties waive any rights to appeal this Stipulated Judgment.

/ / /

11.     This Stipulated Judgment adjudicates all claims in this litigation and is a final judgment.  However, the Court expressly retains jurisdiction over any action to enforce this Stipulated Judgment and the underlying Confidential Settlement Agreement concurrently entered into by the Parties herewith.  In any such action, the prevailing party shall be entitled to reasonable attorneys' fees and costs.  The Parties request that in any future action to enforce or resolve any disputes regarding this Stipulated Judgment and the underlying Confidential Settlement Agreement, the Court refer the matter to Hon. Edward Davila for all purposes provided he is available.

Dated:  February 15, 2021

HOPKINS & CARLEY
A Law Corporation

By: */s/ Jeffrey M. Ratinoff*
_____
John V. Picone III
Jeffrey M. Ratinoff
Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

Dated:  February 15, 2021

BERGESON, LLP

By: */s/ John D. Pernick*
_____
John D. Pernick
Attorneys for Defendant
GRAPH FOUNDATION, INC.

Dated:  February 15, 2021

SKAGGS FAUCETTE LLP

By: */s/ Jeffrey E. Faucette*
_____
Jeffrey E. Faucette
Attorneys for Defendants GRAPHGRID, INC. and ATOMRAIN INC.

PURSUANT TO STIPULATION, IT IS SO ORDERED AND ADJUDICATED.

Dated:   February 16  , 2021

_____
EDWARD J. DAVILA
United States District Court Judge

**EXHIBIT A**

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<> **Code**     ⊘ Issues 214     ⑂ Pull requests 2     ▷ Actions     ▥ Projects     📖 Wiki     ⊘ Sec

⑂ 3.4 ▾                                                                                                    ⋯

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  6    Neo4j Enterprise object code can be licensed independently from
  7    the source under separate commercial terms. Email inquiries can be
  8    directed to: licensing@neo4j.com. More information is also
  9    available at:https://neo4j.com/licensing/
 10
 11    The software ("Software") is developed and owned by Neo4j Sweden AB
 12    (referred to in this notice as "Neo4j") and is subject to the terms
 13    of the GNU AFFERO GENERAL PUBLIC LICENSE Version 3, with the Commons Clause as follows:
 14
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 17                  GNU AFFERO GENERAL PUBLIC LICENSE
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 19
 20     Copyright (C) 2007 Free Software Foundation, Inc. <http://fsf.org/>
 21     Everyone is permitted to copy and distribute verbatim copies
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 23
 24                          Preamble
 25
 26      The GNU Affero General Public License is a free, copyleft license
 27     for software and other kinds of works, specifically designed to ensure
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28      cooperation with the community in the case of network server software.
29
30        The licenses for most software and other practical works are
31      designed to take away your freedom to share and change the works.  By
32      contrast, our General Public Licenses are intended to guarantee your
33      freedom to share and change all versions of a program--to make sure it
34      remains free software for all its users.
35
36        When we speak of free software, we are referring to freedom, not
37      price.  Our General Public Licenses are designed to make sure that you
38      have the freedom to distribute copies of free software (and charge for
39      them if you wish), that you receive source code or can get it if you
40      want it, that you can change the software or use pieces of it in new
41      free programs, and that you know you can do these things.
42
43        Developers that use our General Public Licenses protect your rights
44      with two steps: (1) assert copyright on the software, and (2) offer
45      you this License which gives you legal permission to copy, distribute
46      and/or modify the software.
47
48        A secondary benefit of defending all users' freedom is that
49      improvements made in alternate versions of the program, if they
50      receive widespread use, become available for other developers to
51      incorporate.  Many developers of free software are heartened and
52      encouraged by the resulting cooperation.  However, in the case of
53      software used on network servers, this result may fail to come about.
54      The GNU General Public License permits making a modified version and
55      letting the public access it on a server without ever releasing its
56      source code to the public.
57
58        The GNU Affero General Public License is designed specifically to
59      ensure that, in such cases, the modified source code becomes available
60      to the community.  It requires the operator of a network server to
61      provide the source code of the modified version running there to the
62      users of that server.  Therefore, public use of a modified version, on
63      a publicly accessible server, gives the public access to the source
64      code of the modified version.
65
66        An older license, called the Affero General Public License and
67      published by Affero, was designed to accomplish similar goals.  This is
68      a different license, not a version of the Affero GPL, but Affero has
69      released a new version of the Affero GPL which permits relicensing under
70      this license.
71
72        The precise terms and conditions for copying, distribution and
73      modification follow.
74
75                          TERMS AND CONDITIONS
```

```
 76
 77      0. Definitions.
 78
 79      "This License" refers to version 3 of the GNU Affero General Public
 80    License.
 81
 82      "Copyright" also means copyright-like laws that apply to other kinds
 83    of works, such as semiconductor masks.
 84
 85      "The Program" refers to any copyrightable work licensed under this
 86    License.  Each licensee is addressed as "you".  "Licensees" and
 87    "recipients" may be individuals or organizations.
 88
 89      To "modify" a work means to copy from or adapt all or part of the work
 90    in a fashion requiring copyright permission, other than the making of an
 91    exact copy.  The resulting work is called a "modified version" of the
 92    earlier work or a work "based on" the earlier work.
 93
 94      A "covered work" means either the unmodified Program or a work based
 95    on the Program.
 96
 97      To "propagate" a work means to do anything with it that, without
 98    permission, would make you directly or secondarily liable for
 99    infringement under applicable copyright law, except executing it on a
100    computer or modifying a private copy.  Propagation includes copying,
101    distribution (with or without modification), making available to the
102    public, and in some countries other activities as well.
103
104      To "convey" a work means any kind of propagation that enables other
105    parties to make or receive copies.  Mere interaction with a user through
106    a computer network, with no transfer of a copy, is not conveying.
107
108      An interactive user interface displays "Appropriate Legal Notices"
109    to the extent that it includes a convenient and prominently visible
110    feature that (1) displays an appropriate copyright notice, and (2)
111    tells the user that there is no warranty for the work (except to the
112    extent that warranties are provided), that licensees may convey the
113    work under this License, and how to view a copy of this License.  If
114    the interface presents a list of user commands or options, such as a
115    menu, a prominent item in the list meets this criterion.
116
117      1. Source Code.
118
119      The "source code" for a work means the preferred form of the work
120    for making modifications to it.  "Object code" means any non-source
121    form of a work.
122
123      A "Standard Interface" means an interface that either is an official
```

124  standard defined by a recognized standards body, or, in the case of
125  interfaces specified for a particular programming language, one that
126  is widely used among developers working in that language.
127
128    The "System Libraries" of an executable work include anything, other
129  than the work as a whole, that (a) is included in the normal form of
130  packaging a Major Component, but which is not part of that Major
131  Component, and (b) serves only to enable use of the work with that
132  Major Component, or to implement a Standard Interface for which an
133  implementation is available to the public in source code form.  A
134  "Major Component", in this context, means a major essential component
135  (kernel, window system, and so on) of the specific operating system
136  (if any) on which the executable work runs, or a compiler used to
137  produce the work, or an object code interpreter used to run it.
138
139    The "Corresponding Source" for a work in object code form means all
140  the source code needed to generate, install, and (for an executable
141  work) run the object code and to modify the work, including scripts to
142  control those activities.  However, it does not include the work's
143  System Libraries, or general-purpose tools or generally available free
144  programs which are used unmodified in performing those activities but
145  which are not part of the work.  For example, Corresponding Source
146  includes interface definition files associated with source files for
147  the work, and the source code for shared libraries and dynamically
148  linked subprograms that the work is specifically designed to require,
149  such as by intimate data communication or control flow between those
150  subprograms and other parts of the work.
151
152    The Corresponding Source need not include anything that users
153  can regenerate automatically from other parts of the Corresponding
154  Source.
155
156    The Corresponding Source for a work in source code form is that
157  same work.
158
159    2. Basic Permissions.
160
161    All rights granted under this License are granted for the term of
162  copyright on the Program, and are irrevocable provided the stated
163  conditions are met.  This License explicitly affirms your unlimited
164  permission to run the unmodified Program.  The output from running a
165  covered work is covered by this License only if the output, given its
166  content, constitutes a covered work.  This License acknowledges your
167  rights of fair use or other equivalent, as provided by copyright law.
168
169    You may make, run and propagate covered works that you do not
170  convey, without conditions so long as your license otherwise remains
171  in force.  You may convey covered works to others for the sole purpose

```
172    of having them make modifications exclusively for you, or provide you
173    with facilities for running those works, provided that you comply with
174    the terms of this License in conveying all material for which you do
175    not control copyright.  Those thus making or running the covered works
176    for you must do so exclusively on your behalf, under your direction
177    and control, on terms that prohibit them from making any copies of
178    your copyrighted material outside their relationship with you.
179
180      Conveying under any other circumstances is permitted solely under
181    the conditions stated below.  Sublicensing is not allowed; section 10
182    makes it unnecessary.
183
184      3. Protecting Users' Legal Rights From Anti-Circumvention Law.
185
186      No covered work shall be deemed part of an effective technological
187    measure under any applicable law fulfilling obligations under article
188    11 of the WIPO copyright treaty adopted on 20 December 1996, or
189    similar laws prohibiting or restricting circumvention of such
190    measures.
191
192      When you convey a covered work, you waive any legal power to forbid
193    circumvention of technological measures to the extent such circumvention
194    is effected by exercising rights under this License with respect to
195    the covered work, and you disclaim any intention to limit operation or
196    modification of the work as a means of enforcing, against the work's
197    users, your or third parties' legal rights to forbid circumvention of
198    technological measures.
199
200      4. Conveying Verbatim Copies.
201
202      You may convey verbatim copies of the Program's source code as you
203    receive it, in any medium, provided that you conspicuously and
204    appropriately publish on each copy an appropriate copyright notice;
205    keep intact all notices stating that this License and any
206    non-permissive terms added in accord with section 7 apply to the code;
207    keep intact all notices of the absence of any warranty; and give all
208    recipients a copy of this License along with the Program.
209
210      You may charge any price or no price for each copy that you convey,
211    and you may offer support or warranty protection for a fee.
212
213      5. Conveying Modified Source Versions.
214
215      You may convey a work based on the Program, or the modifications to
216    produce it from the Program, in the form of source code under the
217    terms of section 4, provided that you also meet all of these conditions:
218
219      a) The work must carry prominent notices stating that you modified
```

220    it, and giving a relevant date.

221

222    b) The work must carry prominent notices stating that it is
223    released under this License and any conditions added under section
224    7.  This requirement modifies the requirement in section 4 to
225    "keep intact all notices".

226

227    c) You must license the entire work, as a whole, under this
228    License to anyone who comes into possession of a copy.  This
229    License will therefore apply, along with any applicable section 7
230    additional terms, to the whole of the work, and all its parts,
231    regardless of how they are packaged.  This License gives no
232    permission to license the work in any other way, but it does not
233    invalidate such permission if you have separately received it.

234

235    d) If the work has interactive user interfaces, each must display
236    Appropriate Legal Notices; however, if the Program has interactive
237    interfaces that do not display Appropriate Legal Notices, your
238    work need not make them do so.

239

240  A compilation of a covered work with other separate and independent
241 works, which are not by their nature extensions of the covered work,
242 and which are not combined with it such as to form a larger program,
243 in or on a volume of a storage or distribution medium, is called an
244 "aggregate" if the compilation and its resulting copyright are not
245 used to limit the access or legal rights of the compilation's users
246 beyond what the individual works permit.  Inclusion of a covered work
247 in an aggregate does not cause this License to apply to the other
248 parts of the aggregate.

249

250  6. Conveying Non-Source Forms.

251

252  You may convey a covered work in object code form under the terms
253 of sections 4 and 5, provided that you also convey the
254 machine-readable Corresponding Source under the terms of this License,
255 in one of these ways:

256

257    a) Convey the object code in, or embodied in, a physical product
258    (including a physical distribution medium), accompanied by the
259    Corresponding Source fixed on a durable physical medium
260    customarily used for software interchange.

261

262    b) Convey the object code in, or embodied in, a physical product
263    (including a physical distribution medium), accompanied by a
264    written offer, valid for at least three years and valid for as
265    long as you offer spare parts or customer support for that product
266    model, to give anyone who possesses the object code either (1) a
267    copy of the Corresponding Source for all the software in the

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268        product that is covered by this License, on a durable physical
269        medium customarily used for software interchange, for a price no
270        more than your reasonable cost of physically performing this
271        conveying of source, or (2) access to copy the
272        Corresponding Source from a network server at no charge.
273
274        c) Convey individual copies of the object code with a copy of the
275        written offer to provide the Corresponding Source.  This
276        alternative is allowed only occasionally and noncommercially, and
277        only if you received the object code with such an offer, in accord
278        with subsection 6b.
279
280        d) Convey the object code by offering access from a designated
281        place (gratis or for a charge), and offer equivalent access to the
282        Corresponding Source in the same way through the same place at no
283        further charge.  You need not require recipients to copy the
284        Corresponding Source along with the object code.  If the place to
285        copy the object code is a network server, the Corresponding Source
286        may be on a different server (operated by you or a third party)
287        that supports equivalent copying facilities, provided you maintain
288        clear directions next to the object code saying where to find the
289        Corresponding Source.  Regardless of what server hosts the
290        Corresponding Source, you remain obligated to ensure that it is
291        available for as long as needed to satisfy these requirements.
292
293        e) Convey the object code using peer-to-peer transmission, provided
294        you inform other peers where the object code and Corresponding
295        Source of the work are being offered to the general public at no
296        charge under subsection 6d.
297
298    A separable portion of the object code, whose source code is excluded
299  from the Corresponding Source as a System Library, need not be
300  included in conveying the object code work.
301
302    A "User Product" is either (1) a "consumer product", which means any
303  tangible personal property which is normally used for personal, family,
304  or household purposes, or (2) anything designed or sold for incorporation
305  into a dwelling.  In determining whether a product is a consumer product,
306  doubtful cases shall be resolved in favor of coverage.  For a particular
307  product received by a particular user, "normally used" refers to a
308  typical or common use of that class of product, regardless of the status
309  of the particular user or of the way in which the particular user
310  actually uses, or expects or is expected to use, the product.  A product
311  is a consumer product regardless of whether the product has substantial
312  commercial, industrial or non-consumer uses, unless such uses represent
313  the only significant mode of use of the product.
314
315    "Installation Information" for a User Product means any methods,
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procedures, authorization keys, or other information required to install
and execute modified versions of a covered work in that User Product from
a modified version of its Corresponding Source.  The information must
suffice to ensure that the continued functioning of the modified object
code is in no case prevented or interfered with solely because
modification has been made.

  If you convey an object code work under this section in, or with, or
specifically for use in, a User Product, and the conveying occurs as
part of a transaction in which the right of possession and use of the
User Product is transferred to the recipient in perpetuity or for a
fixed term (regardless of how the transaction is characterized), the
Corresponding Source conveyed under this section must be accompanied
by the Installation Information.  But this requirement does not apply
if neither you nor any third party retains the ability to install
modified object code on the User Product (for example, the work has
been installed in ROM).

  The requirement to provide Installation Information does not include a
requirement to continue to provide support service, warranty, or updates
for a work that has been modified or installed by the recipient, or for
the User Product in which it has been modified or installed.  Access to a
network may be denied when the modification itself materially and
adversely affects the operation of the network or violates the rules and
protocols for communication across the network.

  Corresponding Source conveyed, and Installation Information provided,
in accord with this section must be in a format that is publicly
documented (and with an implementation available to the public in
source code form), and must require no special password or key for
unpacking, reading or copying.

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365

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372

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376

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380

381       d) Limiting the use for publicity purposes of names of licensors or
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386

387       f) Requiring indemnification of licensors and authors of that
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391       those licensors and authors.

392

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394   restrictions" within the meaning of section 10.  If the Program as you
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398   restriction but permits relicensing or conveying under this License, you
399   may add to a covered work material governed by the terms of that license
400   document, provided that the further restriction does not survive such
401   relicensing or conveying.

402

403     If you add terms to a covered work in accord with this section, you
404   must place, in the relevant source files, a statement of the
405   additional terms that apply to those files, or a notice indicating
406   where to find the applicable terms.

407

408     Additional terms, permissive or non-permissive, may be stated in the
409   form of a separately written license, or stated as exceptions;
410   the above requirements apply either way.

411
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412      8. Termination.
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426
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458      An "entity transaction" is a transaction transferring control of an
459    organization, or substantially all assets of one, or subdividing an
```

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462   transaction who receives a copy of the work also receives whatever
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466   the predecessor has it or can get it with reasonable efforts.

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475

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501   party means to make such an agreement or commitment not to enforce a
502   patent against the party.

503

504     If you convey a covered work, knowingly relying on a patent license,
505   and the Corresponding Source of the work is not available for anyone
506   to copy, free of charge and under the terms of this License, through a
507   publicly available network server or other readily accessible means,

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508   then you must either (1) cause the Corresponding Source to be so
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517
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525
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556
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558
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635
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637
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643
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648
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650      Copyright (C) <year>  <name of author>
651
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674
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